

BK 1759PG 0308

RECORDATION REQUESTED BY:

STATE MS.-DE SOTO CO.  
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WHEN RECORDED MAIL TO:

General Electric Capital Corporation  
GEDIRECT  
635 Maryville Centre Drive, Suite 120  
St. Louis, MO 63141

BK 1759PG 308  
W.E. DAVIS CH. CLK.

SEND TAX NOTICES TO:

American Container, Inc.  
8530 W. Sandidge Rd.  
Olive Branch, MS 38654

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Tracy L. Schutte, Loan Documentation Specialist  
General Electric Capital Corporation  
635 Maryville Centre Drive, Suite 120  
St. Louis, MO 63141  
(314) 205-3500

NOTE TO CHANCERY CLERK:

## MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated June 23, 2003, is made and executed between American Container, Inc., a Tennessee Corporation, whose address is 8530 W. Sandidge Rd., Olive Branch, MS 38654 ("Grantor") and General Electric Capital Corporation, GEDIRECT, 635 Maryville Centre Drive, Suite 120, St. Louis, MO 63141 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 30, 2003 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded on February 5, 2003 in DeSoto County in Book 1652 Page 699-707.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8530 W. Sandidge Rd., Olive Branch, MS 38654.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

Deed of Trust Page 7 Paragraph 'Note' is hereby modified to increase the Original Principal Amount from \$550,000.00 to \$580,000.00. All of the other terms and conditions of the Deed of Trust shall remain unchanged.

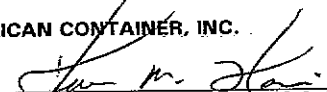
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 23, 2003.

GRANTOR:

AMERICAN CONTAINER, INC.

By:

  
Steven M. Harris, President of American Container, Inc.

LENDER:

GENERAL ELECTRIC CAPITAL CORPORATION

x

Authorized Officer

Crystal L. Mersch, Sr. Loan Closing Specialist

CORPORATE ACKNOWLEDGMENT

STATE OF

Tennessee

COUNTY OF

Shelby

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) SS  
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 23<sup>rd</sup> day of June, 2003, within my jurisdiction, the within named Steven M. Harris, President of American Container, Inc., a Tennessee corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

LENDER ACKNOWLEDGEMENT

STATE OF MISSOURI

COUNTY OF ST. LOUIS

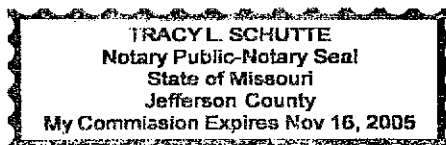
On this 23<sup>rd</sup> day of June, 2003, before me, Tracy L. Schutte, a Notary Public, personally appeared Crystal L. Mersch, personally known to me to be the persons whose names is subscribed to me within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Tracy L. Schutte

(Seal)



## EXHIBIT 'A'

Property lying and being

Section 33, Township 1 South, Range 6

West in Desoto County Mississippi and being more particularly described as follows:

Beginning at a point in the south line of Section 33, said point being in Sandidge Road, at the accepted southwest corner of the southeast quarter of Section 33, Township 1 South, Range 6 West and in the east line of the property described in Book 297, Page 121 Parcel II; thence North 89 degrees 48 minutes 04 seconds West along said south line of Section 33, a distance of 177.0 feet to the True Point of Beginning; thence North 00 degrees 47 minutes 00 seconds East passing an iron pin found at 40 feet a total distance of 484.0 feet to an iron pin found; thence South 89 degrees 48 minutes 04 seconds East a distance of 177.0 feet an iron pin found; thence North 00 degrees 47 minutes 00 seconds East a distance of 474.90 feet to an iron pin found in the southwest line of U.S. Highway 78 (R.O.W. varies); thence South 63 degrees 47 minutes 00 seconds East a distance of 114.80 feet to a concrete monument found; thence South 52 degrees 28 minutes 00 seconds East a distance of 617.94 feet to an iron pin found; thence South 00 degrees 47 minutes 00 seconds West passing an iron pin found at 493.76 feet a total distance of 533.76 feet to a point in the south line of said Section 33; thence along said south line, being in Sandidge Road, North 89 degrees 48 minutes 04 seconds West a distance of 775.82 feet to the point of beginning.